templation of the parties. *Manchester & Oldham Bank* v. *Cook* (1883) 49 L. T. (N. S.) 674; *Heddin* v. *Sneblin* (1907) 126 Mo. App. 478, 104 S. W. 887; *cf.* 14 Columbia Law Rev. 154; but *cf. Bixby-Thierson Lumber Co.* v. *Evans* (1910) 167 Ala. 431, 52 So. 843, second appeal (1911) 174 Ala. 571, 57 So. 39. Since it appears that the plaintiff's resultant damages were within the contemplation of the parties at the time of making the agreement, and that the plaintiff was precluded from obtaining a loan elsewhere, the decision seems sound and in accord with the weight of authority.

CONTRACTS—FORBEARANCE TO RESCIND AS CONSIDERATION FOR THIRD PARTY'S PROMISE.—Defendant, whose daughter was engaged to marry an Italian Count, promised, in consideration of the marriage, to pay the daughter $2,500 annually. The marriage took place, and plaintiff sues as assignee for unpaid installments. *Held,* that the daughter, being a beneficiary, by acting in reliance upon the promise, adopted it and thereby became a joint promisee; that the joint forbearance to rescind the engagement contract was sufficient consideration for defendant's promise. *De Cicco* v. *Schweizer* (1917) 221 N. Y. 431, 117 N. E. 807.

Since parties to an executory contract have a legal right to rescind by mutual consent, Anson, Contracts (8th Am. ed.) 104; see *McCreery* v. *Day* (1890) 119 N. Y. 1, 23 N. E. 198, it would seem that their joint forbearance to rescind involves the surrender of a legal right which constitutes consideration for a third party's promise. Some jurists have suggested that this is true even of forbearance by one party alone to offer or accept rescission. Anson, *op. cit.* 110; *cf.* Williston, "Successive Promises of the Same Performance" 8 Harvard Law Rev. 54 *et seq.* It is doubtful, in the principal case, if such forbearance was the consideration requested. The chief difficulty, however, is in finding that the daughter was a joint promisee. The court relied upon the theory, peculiar to New York, that a beneficiary acquires a right to sue by adopting the promise. *Gifford* v. *Corrigan* (1889) 117 N. Y. 257, 22 N. E. 756; *Clark* v. *Howard* (1896) 150 N. Y. 232, 44 N. E. 695. But a beneficiary is not a joint promisee, and allowing him to sue upon the contract does not make him such. The New York courts have hitherto invoked the adoption theory only to explain the beneficiary's right of action, see *Durnherr* v. *Rau* (1892) 135 N. Y. 219, 32 N. E. 49, and there seems to be no justification for extending its application. It should be noted, moreover, that this doctrine is confined to the group of cases following *Lawrence* v. *Fox* (1859) 20 N. Y. 268, in which the promisor assumes an obligation of the promisee to the beneficiary. See *Litchfield* v. *Flint* (1887) 104 N. Y. 543, 11 N. E. 58; *cf. Todd* v. *Weber* (1884) 95 N. Y. 181; *Little* v. *Banks* (1881) 85 N. Y. 258. Therefore, while the result reached in the principal case may be desirable, the court's reasoning is unsound, and the fiction of adoption was carried to an extreme which, if the decision is followed, will produce absurd consequences. The court apparently felt the weakness of its position, for it supported its decision also upon the ground that in marriage settlements consideration is of minor importance. Seee 7 Columbia Law Rev. 203.

CRIMINAL LAW—FALSE PRETENSES—CONSTRUCTION OF STATUTE—WHAT CONSTITUTES "VALUABLE THING".—Under a statute declaring that a person shall be guilty of cheating who fraudulently obtains from